

# Terms of Service

## Article 1 – Introduction

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These Terms of Service (“Terms”) govern the rights and obligations of contractual parties with regard to the TravelSupport service and its usage by means of the travelsupport.eu website, mobile app, direct communication (either electronic or in person) or through a third party, including travel agencies, independent agents and event organizers.

Contractual parties are defined as follows:

- We (us): **Some move s.r.o.**, IČO 458 04 265, based at V Mezihorí 2448/6, Praha 8, Czech Republic, registered with the business registry maintained by the Municipal Court of Prague, section C, file 11740; acting as owner and operator (henceforth “Some move”)
- You: Individual, group of individuals or business entity (henceforth “Customer”).

Unless explicitly stated otherwise, these Terms do not cover any contract of carriage pertaining to transportation services procured through TravelSupport, nor any service contract between the Customer and service providers delivering accommodations, activities and any supplementary services booked via TravelSupport. Carriage of persons, animals and baggage on public transportation is governed by the respective carriers’ published fare rules and conditions of carriage. We affirm that we will inform you of the relevant rules and limitations concerning your travel.

## Article 2 – Personal Information

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In order to deliver our services, we need certain personally identifiable information from the customer. This enables us to correctly plan your travel and issue the appropriate travel documents.

1. Compulsory personal information includes:
  - a. First traveler’s full name,
  - b. Valid e-mail address, through which the purchase is confirmed.
2. Whenever required by the applicable fare or ticketing rules, we may ask for additional personal information, including:
  - a. names of all travelers in your party,
  - b. date(s) of birth,
  - c. personal ID or passport number(s) and expiration date(s),
  - d. number(s) of loyalty or customer cards.

Such data may be requested for a single traveler or every member of the traveling party, depending on the operating carrier’s rules.

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3. In cases when tickets or reservations cannot be issued electronically, you can arrange to have those documents delivered via mail or messenger services. If that is the case, we are entitled to request your delivery address that will be provided to the company performing the shipping and delivery.

We only ever collect personal information in the minimum extent necessary to deliver the requested service. With the goal of ensuring the highest level of data protection and privacy, the following stipulations apply:

4. You give Some move express consent to the storing and processing of the provided personal information for the purpose of rendering our services, in accordance with the Czech Personal Information Protection Act No. 101/2000.
5. We commit to never use your data for any commercial or promotional purposes without your explicit consent.
6. Should you voluntarily express such consent, you agree to receive occasional first-party news and promotional communications from us via e-mail or other electronic media. Your consent will be valid until you revoke it by clicking an Unsubscribe link or by notifying us via one of the listed contact e-mail addresses.
7. We commit to not sharing your personal information with any third parties, with the exception of transportation providers, accommodations providers or other businesses directly involved in your travel, provided they require such information to issue tickets or reservations.
8. You are entitled to a full list of required personal information even before you confirm your purchase with TravelSupport. You are also entitled to change, amend and request complete removal of this information if you decide not to proceed with your purchase after the information was collected.
9. All sensitive customer data is transmitted over a secure encrypted connection and is processed and stored on technical infrastructure managed by Some move in the Czech Republic. Data supervision is administered by the Czech Personal Data Protection Office (ÚOOÚ).

## Article 3 – Purchase of Services and Ordering Process

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Purchase is understood to mean the institution of a contractual relationship between you and Some move, based on your express acceptance of a travel offer created in response to your travel inquiry.

1. Express acceptance means the voluntary confirmation of an offer, made inside the TravelSupport app or by written confirmation, in case your inquiry was made by means other than our web app.
2. An offer represents our proposal of a travel plan, including the suggested transportation services, fares and related services. Offers are generated automatically or manually by *Some move* staff, usually within 24 hours of inquiry submission. An offer will always contain the final, all-inclusive price for all enclosed items, including
  - a. service fee,
  - b. taxes and applicable local fees,

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- c. seat or berth reservations, depending on the mode of transportation and space availability, unless you explicitly decline.
  3. If you decide to not proceed once presented with an offer, and we cannot provide a suitable alternative, we will consider your order cancelled and obligations of both parties are considered void. There is no financial commitment for the Customer.

## Article 4 – Payment and Invoicing

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When we arrange a travel itinerary for you, we charge a price that includes the sum of all tickets, reservations and any requested additional services, plus a small processing fee that covers the work of our travel experts. The following rules apply:

1. You are required to proceed with a payment once you have confirmed your order by accepting our offer, which contains a final price. This will prompt us to issue your travel documents. You commit to pay the exact billed price.
2. We issue full electronic receipts for all transactions. Receipts continue to be accessible from the TravelSupport app even after your travel has concluded.
3. If you so wish, the entirety of the billed price can be arbitrarily split into several individual receipts and a single order can be paid in several installments.
4. Payment due date is always indicated in the billing statement. *Some move* may request that the full amount be paid upfront before travel documents and reservations are issued.
5. Should a service cost change once a final price has been calculated, but before tickets and reservations were issued, the original listed price remains valid.

Some move accepts the following payment methods:

- Wire transfer to a checking account based in the Czech Republic or Estonia
- credit or debit card
- PayPal
- corporate benefit package providers' portals
- vouchers issued based on previous transactions

If you need to include additional data in your invoice/digital receipt, such as compulsory metadata for the purposes of corporate procurement and accounting, kindly indicate your requirements to the travel expert handling your itinerary before your order is finalized.

Billing and payments are conducted in Czech koruna (CZK) or Euro (EUR). Exchange rates are published by Some move within the TravelSupport web app.

## Article 5 – Delivery of Services and Travel Documents

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The primary concern of our contractual relationship is the delivery of travel services, including the issuing of travel documents and reservations. Whenever permissible by the carrier or service provider, we will deliver all documents and confirmations electronically. Instructions for proper use will be included.

Electronic delivery by means of the TravelSupport website or mobile apps is free of charge and will be processed automatically once bookings and confirmations are issued.



The following standards apply:

1. Electronic tickets and reservations will be delivered within 180 minutes upon order confirmation, if you confirm within Central European business hours (9am through 6pm CET/CEST).
2. In all cases, travel dates are taken into considerations to expedite service.
3. Under justifiable circumstances, especially when the availability of tickets is limited due to causes beyond our control, or due to force majeure, issue and delivery of travel documents may be delayed. We will reach out to you should such circumstances arise.
4. We will notify you ahead of purchase about expected delivery timelines for tickets and reservations that cannot be issued electronically.
5. Should the delivery time exceed the indicated timeline, or if you do not receive any update from us within 24 hours, you are entitled to cancel your order without penalty by using the Cancel Itinerary option in the TravelSupport application. Your obligations are thus rescinded.

Aside from electronic delivery, the following options are also available:

- Personal pick-up at our Prague office at Revoluční 13, Praha 1 – Staré Město
- Personal pick-up at a specified location, such as hotel or transfer point, based on individual arrangement. This option is subject to additional costs.
- Delivery by mail or messenger service within the Czech Republic or worldwide, by the fastest means available, at a pre-calculated additional cost.

You accept that unless we expressly agree otherwise, you assume all risks associated with the chosen delivery option and assume responsibility for possible additional costs resulting from an unsuccessful delivery. We commit to retaining shipping documentation and we will provide a copy at your request.

In case a delivery needs to be repeated due to circumstances caused by the Customer or due to conduct contrary to our prior agreement, you agree to cover costs associated with additional delivery attempts.

You are required to check the contents of the delivery to ensure that the package was not damaged or opened in transit. Should this be the case, you are to notify the delivery service provider immediately and inform us about the state of the package, so that we can take appropriate steps to mitigate the situation.

Delivery times for mail and messenger shipments varies by destination address and service availability. We will indicate the expected cost and delivery timeline prior to finalizing your purchase.

## Article 6 – Claims and Compensations

In case of an error on our part, you are entitled to compensation within the bounds of the following provisions:

1. If the service is not delivered at all, you are entitled to a full refund, up to 90 days following the indicated start of travel, as stated in your order. This period may be extended under justifiable circumstances.
2. If the service was only delivered in part, not fulfilling the entirety of the approved offer, you are entitled to a partial refund that corresponds to the sum of all undelivered items plus the service fee.
3. If time and capacity permits, we may offer you an alternative travel solution or service at a comparable level of quality. The finding of substitute options is handled entirely by Some move and there is no inherent guarantee that such a solution will be available. If the substitute travel solution represents a higher cost to the original offer, the price difference is covered by Some move.
4. If the delivered travel solution, including any issued tickets and reservations, contains errors or discrepancies, you are required to notify our team as soon as these are discovered. It is our duty to rectify the situation by appropriate means with regard to paragraph 3, above.

*Some move* is not a provider of transportation, accommodations or additional travel services, unless specified otherwise. We therefore cannot assume responsibility for service issues caused by third parties, including inadequate service quality, delays, loss of connections or non-fulfillment of your stated wishes and preferences.

We do, however, commit to represent you as an authorized vendor and to extend every effort to resolve any complaints and claims in cooperation with the service provider. Such measures may include:

- Arrangements for an alternate travel schedule, re-bookings and accommodations,
- Arrangements for emergency overnight accommodations due to travel disruptions,
- Financial compensations from carriers based on applicable rules and legal provisions,
- Assistance with transfers in case of diversions or unexpected re-routing.

You acknowledge that by booking travel with TravelSupport, you become a party to a contract of carriage or other service contract necessitated by the nature of your travel. Some move provides the sale and distribution of travel services on behalf of their respective providers, based on a valid vendor contract.

Some move does not assume responsibility for any damages that may have befallen the Customer as a result of their travel. You acknowledge that purchase of travel services through TravelSupport does not replace travel insurance covering medical expenses, injuries or material harm.

You are not entitled to compensation in the following cases:

- The quality of travel service, including comfort, facilities or amenities, does not correspond to the expectations set by our travel expert due to operational reasons on

part of the carrier, as a result of capacity constraints, or due to irregular operations or force majeure,

- On-board services are limited or unavailable, such as snacks or wi-fi connection,
- A seat or berth reservation cannot be honored due to reasons on part of the carrier,
- In cases of improper conduct on your part, especially disregard to instructions provided by Some move or non-compliance with the carrier's posted rules and local regulations,
- If a non-guaranteed connection between two carriers is missed due to a traffic disruption or delay.

In all of these cases, we commit to provide you with assistance and support, especially with justifiable compensation claims addressed to service providers.

You acknowledge that you are not entitled to any compensation beyond the total price paid for the service. This also applies to any non-financial damages, such as potential loss of revenue or subjective grievance. If we make an error in your travel plans that results in additional out-of-pocket expenses, you are entitled to a refund of such expenses based on presented receipts. Only expenses incurred prior to the discovery of the error are admissible.

## Article 7 – Changes and Adjustments to Orders

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As part of our offer to your inquiry, we will inform you about the applicable fare rules for the selected travel class. You are entitled to complete and comprehensive information about rebooking and cancellation conditions for the proposed tickets and reservations, including any applicable deadlines, time limitations and change fees.

Upon your request, we will provide the full text of the applicable contract of carriage and fare conditions applicable to a specific offer, prior to confirming your order.

We will provide assistance with changes and cancellation of your travel, in its entirety or in part, in accordance with the valid fare rules and service terms. You affirm that you will follow our instructions and recommendations, especially with regard to changes in travel plans, ticketing and transfers.

## Article 8 – Closing Remarks

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A contractual relationship between Some move and the Customer is instituted in the moment of confirmation of an offer, and is concluded upon reaching the last destination listed in a Customer's travel itinerary handled by TravelSupport. If a Customer terminates the contract explicitly by declining all offers, or implicitly by not fulfilling their payment obligation or by non-communication, the contract is considered terminated as of the time of the last recorded interaction between the Customer and Some move.

These Terms of Service may be updated by Some move at any time. Should this occur within the period of duration our contractual relationship, the original Terms continue to apply to this relationship until the contract is concluded.

All unresolved disputes and claims originating from our contractual relationship are to be governed by the laws and regulations valid in the Czech Republic and the European Union, in accordance with local jurisdiction and legal practice.

## Contacts

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